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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PETER LAUFENBERG,

Plaintiff,

v.

GILLMAN, LLC,

Defendant.

AT LAW AND IN ADMIRALTY

No.

COMPLAINT FOR MARITIME
PERSONAL INJURY

JURY DEMAND

**ACTION UNDER SPECIAL RULE FOR SEAMEN TO SUE WITHOUT SECURITY
AND PREPAYMENT OF COSTS
(28 U.S.C. §1916)**

Plaintiff Peter Laufenberg, through counsel Trueb & Beard, LLC, alleges the following causes of action against Defendant.

JURISDICTION

1. This is a case of admiralty and maritime jurisdiction as herein more fully appears. The negligence action against plaintiff's employer, the owner of the vessel on which he served, arises under §33 of the Merchant Marine Act of 1920, presently found at 46 U.S.C. § 30104 (Jones Act), and/or the general maritime law. Plaintiff elects to try his claims at law before a

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1 jury. For the reasons noted more fully below, both jurisdiction and venue are appropriate
2 before this Court.

3 2. Plaintiff, a seaman, was injured aboard a vessel while on navigable waters of the
4 United States of America.

5 3. Defendant Gillman, LLC is a Washington corporation with its principal place of
6 business within the Western District of Washington.

7 4. Plaintiff is a citizen of the United States of America and at all material times resides
8 in Mt. Vernon, Washington.

9 5. During all times herein mentioned, Defendant Gillman, LLC was Plaintiff's
10 employer.

11 6. During all times herein mentioned, Plaintiff was employed to work aboard the vessel
12 F/V MARTIN, O.N. 565476.

13 7. On information and belief, Defendant Gillman, LLC was at all material times the
14 owner and/or owner *pro hac vice* and/or operator and/or charterer and/or controller of the F/V
15 MARTIN, O.N. 565476.

16 8. Plaintiff's injuries occurred on or about September 3, 2020. Per 46 U.S.C. § 30106,
17 plaintiff's claims are timely filed.

18 **NEGLIGENCE AND UNSEAWORTHINESS**

19 9. Plaintiff hereby realleges and incorporates paragraphs 1-8.

20 10. On or before September 3, 2020, Plaintiff was engaged as a seaman by Defendant
21 in service of the F/V MARTIN.

22 11. On or about September 3, 2020, Plaintiff was performing his duties aboard the F/V
23 MARTIN, when an improperly and negligently installed and/or fastened deck light fell from

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1 the vessel's rigging smashing and breaking Plaintiff's left forearm. The deck light fell directly
 2 onto Plaintiff's forearm causing injuries to his shoulder, elbow, forearm, wrist, and other body
 3 parts.

4 12. Defendant had a duty to provide Plaintiff a safe work place and a duty to provide a
 5 vessel, including its equipment and appurtenances, that were reasonably fit for their intended
 6 purposes.

7 13. The deck light which fell and injured Plaintiff, and its fastenings to the vessel were
 8 not reasonably fit for its intended purpose and use.

9 14. The deck light which struck Plaintiff failed under normal and expected use.

10 15. Plaintiff was not at fault in causing the injuries complained of herein.

11 16. Defendant breached said duties by failing to properly install and/or affix the deck
 12 light; to ensure the proper and safe placement of the deck light; operate, use, and maintain the
 13 vessel, its equipment, and its appurtenances in a reasonable and safe manner; and properly
 14 design, construct, and maintain the vessel.

15 17. Additionally, after plaintiff suffered his injuries on the vessel MARTIN, defendant
 16 failed to timely provide plaintiff maintenance and cure. Defendant's negligent and/or
 17 intentional failure to provide timely maintenance and/or cure or otherwise provide for
 18 plaintiff's medical care and support during convalescence is the direct and proximate cause of
 19 additional physical and emotional injuries suffered by plaintiff.

20 18. Plaintiff's injuries were a direct legal and proximate result of defendant's
 21 negligence and/or the unseaworthiness of the F/V MARTIN.

20. As a direct legal and proximate result of Defendant's negligence and/or the unseaworthiness of the F/V MARTIN, Plaintiff suffered damages including, but not limited to the following: (a) Plaintiff was prevented from and will in the future be prevented from pursuing his regular occupation, thereby suffering past lost income and diminished future earning capacity; (b) Plaintiff was prevented from and will in the future be prevented from enjoying the pursuits of life; (c) Plaintiff has suffered physical disfigurement and disability, which conditions may further deteriorate; (d) Plaintiff has suffered and will in the future continue to suffer pain and suffering, mental trauma and anguish as a result of his injuries; (e) Plaintiff has incurred and will in the future incur reasonable and necessary medical expenses, including but not limited to physician fees and medication, medical device, and life care costs; (f) Plaintiff may suffer other damages to be proven more definitely at trial. Plaintiff's damages are in excess of One Million Dollars (\$1,000,000.00) to be proven more definitely at trial.

21. Plaintiff hereby realleges and incorporates Paragraphs 1-20.

22. A vessel employer owes all seaman who become ill or injured while in the service of the vessel the no-fault maritime obligations of maintenance and cure.

23. Plaintiff herein reserves the right to claim/or to bring claim for all past and future maintenance and cure to which he is entitled, all in an amount to be determined at trial.

24. The vessel employer's obligation to pay maintenance and cure is the most pervasive of all the obligations owed a seaman.

1 25. Defendant was Plaintiff's vessel employer.

2 26. Defendant owed and continues to owe a duty to pay Plaintiff maintenance and cure
3 for the injuries Plaintiff incurred aboard the F/V MARTIN.

4 27. Plaintiff claims herein all past and future maintenance and cure to which he is
5 entitled, all in an amount to be determined at trial.

6 WHEREFORE, PREMISES CONSIDERED, Plaintiff prays this Court to hear his just
7 cause of action, and that this Court require defendant to answer his just cause of action, and
8 that he be awarded judgment against defendant as follows:

9 1. That Plaintiff be awarded maintenance and cure as owed;

10 2. That Plaintiff be awarded compensatory damages, both special and general, and
11 any other damages allowable under the general maritime law and/or the Jones Act, against
12 defendant in a sum in excess of One Million Dollars (\$1,000,000.00), in an amount to be more
13 fully determined at trial; and

14 3. That Plaintiff be awarded attorney's fees, prejudgment interest, post-judgment
15 interest, costs, and any other relief in law or equity to which plaintiff is shown to be entitled.

16 TRUEB & BEARD LLC
17 Attorneys for Plaintiff

18 DATED: June 9, 2022

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